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Attorneys for Plaintiff

8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**

10 **KENU, INC.,**

11 Plaintiff,

12 v.

13 **AMAZON.COM, INC. dba in California**
14 **as AMAZON.COM, LLC, IRAG,**
15 **EQUALLE, FINE ELEMENTS, TOKYO**
16 **SUBWAYTM, MLISON, ESBUYFU,**
17 **GENERIC SELLER, OVO DIRECT,**
18 **NEXCON, FRADIA12484, PHONE**
19 **HOLDERS, PROTEOVE, ARIIC,**
20 **LLIFELINE, VERSIONTECH,**
21 **TROLECT, WIZGEAR, OSEMITEK,**
22 **WSUN, and SMARTEK18.**

23 Defendants.

CASE NO.: 3:14-cv-05588 LB

**AMENDED STIPULATION AND ORDER
REGARDING VOLUNTARY DISMISSAL
OF DEFENDANT WIZGEAR**

JUDGE: Hon. Laurel Beeler

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28 **AMENDED STIPULATION AND ORDER REGARDING VOLUNTARY DISMISSAL OF
DEFENDANT WIZGEAR**

1 The parties, by and through their respective counsel hereby stipulate to the voluntary
2 dismissal with prejudice of Defendant WIZGEAR from the Complaint for Damages filed on
3 December 22, 2014. Defendant WIZGEAR consents to proceed before Magistrate Judge
4 Jurisdiction. The parties shall bear their own attorneys' fees and costs.

5 IT IS STIPULATED AND AGREED that this matter be dismissed with prejudice as set
6 forth above **only as to Defendant WIZGEAR.**

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8 Respectfully submitted,

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10 Dated: January 30, 2015

COTCHETT, PITRE & McCARTHY, LLP

11
12 /s/ Ara Jabaghourian
13 ARA JABAGCHOURIAN
14 *Attorneys for Plaintiff*

15 Dated: January 30, 2015

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17 By: /s/ Max Moskowitz
18 MAX MOSKOWITZ
19 **OSTROLENK FABER LLP**
20 1180 Avenue of the Americas
21 New York, New York 10036
22 *Attorneys for Defendant, Wizgear*

23 **IT IS ORDERED.**

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25 Date: February 2, 2015

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28 HONORABLE LAUREL BEELER